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7-16-1941

## Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 590, AFL (1941)

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## Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 590, AFL (1941)

### Location

Pittsburg, PA

### Effective Date

7-16-1941

### Expiration Date

1-2-1943

### Employer

Great Atlantic and Pacific Tea Company

### Union

Amalgamated Meat Cutters and Butcher Workmen of North America

### Union Local

590

### NAICS

44

### Sector

Private

### Item ID

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### Comments

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AGREEMENT

Pittsburgh - Allegheny  
County Pa.  
Meat # 590  
Pittsburgh, Pa.  
1-2-43

Between the Great Atlantic & Pacific Tea Company and the & P Store Employees Union, Local Union No. 590, Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor.

Agreement between the Atlantic & Pacific Tea Company of Pittsburgh and the A & P Store Employees Union, Local No. 590, Amalgamated Meat Cutters & Butcher Workmen of North America; affiliated with the American Federation of Labor, wherein both parties agree in good faith to abide by the provisions herein set forth for the period beginning July 16, 1941, and ending January 2, 1943, and thereafter so long as its terms and conditions may continue to be mutually acceptable.

Section 1. The Employer recognizes Local Union No. 590 as the sole bargaining agency of all store employees, (except grocery managers,) in stores which are serviced by the Pittsburgh Warehouse in the State of Pennsylvania, and agrees that all such employees shall be members in good standing of the said Union.

Section 2. New employees may be secured from any source the Employer desires, former employees of the Company with satisfactory records being considered first. Such new employees must obtain a work permit card from the store steward, before going to work, and shall become members of the Union not later than two (2) weeks from the date of their employment.

Section 3. There shall be no discrimination against any employee because of membership in Local No. 590, it being agreed that Union duties and activities will not be carried on during hours of store employment. This shall not prevent Union officials entering stores to satisfy themselves that this agreement is being observed.

Section 4. The Company will meet the Grievance Committee or any authorized official of the Local at any reasonable time to discuss grievances of the Employees with the intention of adjusting same.

Section 5. Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievance, it will then be turned over to a Board of Arbitration consisting of one member to be selected by the company, one member by the Local and the two then to select a third who shall act as chairman.

(A) A Board of Arbitration in such cases shall be appointed within two (2) weeks after the grievance is first discussed, and the decision of the Board shall be given within seven (7) days, after its appointment, its decision to be final and binding upon both parties.

(B) In like manner, in subject to the same terms and conditions, the company shall have equal rights to have its grievances submitted to a Board of Arbitration.

Section 6. In any case of discharge or lay-off in which the employee is found by the Board of Arbitration to have been unjustly removed from his position, he shall be returned to his former position, or its equivalent, with full pay for the time lost.

Section 7. Any member of the Local being elected to a permanent office, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase or less any decrease that may have become effective during his absence.

Section 8. In matters of promotion, demotion or transfer, from one type of work to another, or from one location to another, the Company reserves the right to exercise its own judgment respecting the ability of the employees so concerned to perform the duties assigned to them.

Section 9. The employer shall have the right to discharge any employee for good and sufficient cause. The Local Union agrees to cooperate to endeavor to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from

the service. Nothing herein shall deny to the Union its rights under Sections No. 4 and No. 5 of this Agreement.

Section 10. (A) All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e. straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(B) In areas where major competitors force the Company to keep its stores open for a half day on Memorial Day, Fourth of July and Labor Day, an extra half day's wages at straight time shall be paid to all employees so required to work. Major competitors include large stores; either chain or individually owned, or such combination of stores as forces the company to meet competition on these days.

(C) Part time employees who may be assigned to work shall be guaranteed four hours wages.

Section 11. A vacation of one week with pay shall be granted to all full time employees with one year's continuous service next preceding September 1st of each year. A vacation of two (2) weeks with pay shall be granted to all full time employees with three (3) years continuous service.

(A) Any of the benefits that were enjoyed by the employees in the past will be continued.

(B) The employer agrees to furnish without charge all coats, aprons, and equipment necessary during hours of employment.

Section 12. As soon as practicable, but not later than September 9, 1941, the work week for male employees shall consist of forty-eight (48) hours per week to be performed within five days; all work to be performed within the store. Work in excess of forty-eight (48) hours in any one week to be on overtime basis, at the rate of time and one-half, except time required to wait on customers in the store at closing time, and to put away perishable merchandise.

Forty-four (44) hours shall comprise the work week for female help to be performed within ~~six~~ days, as prescribed by Pennsylvania State Law.

(A) There shall be no split shift schedules for regular employees.

(B) Working hours per week for full time male employees shall be as follows:

4 - 9 hr. days  
1 - 12 hr. day

Working hours per week for female employees (full time) shall be as follows:

4 - 7½ hr. days  
1 - 4 hr. day  
1 - 10 hr. day

SUPPLEMENT TO CONTRACT: FULL TIME FEMALE EMPLOYEES SHALL WORK ON A FIVE DAY WEEK BASIS. SUITABLE WORKING SCHEDULE TO BE ARRANGED.

During weeks when a recognized holiday occurs, full time male employees shall work forty-eight hours (48) within five (5) days also such employees shall work nine (9) hours on the day preceding the holiday, except if the holiday should fall on a Saturday they shall work twelve (12) hours on the preceding day.

Meat Market Managers with no full time help will work twelve (12) hours per day on Saturday or before holidays.

During a week when a recognized holiday occurs, full time female employees will work on the new basis as provided for in the new working schedule as provided for in the five day week on the day preceding the holiday, except if the holiday should fall on a Saturday they will work ten hours on the preceding day.



section 13. The following wages shall be effective during the term of this agreement. Employees now receiving in excess of the wages herein agreed upon will not be reduced, except permanent transfers to lower jobs.

(A) Supermarked or Special Development Meat Market Managers so employed as of the starting date of this contract shall receive as an increase of three dollars (\$3.00) each per week. The minimum wage scale for such employees shall be forty dollars (\$40.00) per week.

(B) Combination Store Meat Market Managers so employed as of the starting date of this contract shall receive an increase of two dollars (\$2.00) each per week. The minimum wage scale for such employees shall be thirty-five dollars (\$35.00) per week.

(C) A full time journeyman meat cutter shall receive not less than thirty-one dollars (\$31.00) for five (5) days work as provided in section 12, as a minimum wage. Journeymen working less than a full week shall be paid at the rate of fifty-seven and one-half (57½) cents per hour. Part time employees when ordered to report to work shall be guaranteed at least four (4) hours work. The hours worked in any day shall be consecutive.

#### APPRENTICE CLAUSE

(D) Every meat market may employ at least one apprentice and in addition another apprentice may be employed for each additional journeyman employed in the market. The minimum wage for the apprentice shall be not less than the amount set forth in the following schedule:

First six months	\$20.00
Second six months thereafter	21.00
Third six months thereafter	22.00
Fourth six months thereafter	23.00
Fifth six months thereafter	25.00
Sixth six months thereafter	28.00

After serving three years of apprenticeship, an apprentice shall be classified as a journeyman meat cutter and shall receive credit for all time served under each employer.

(E) RELIEF MANAGERS: A full time journeyman meat cutter acting as relief manager shall receive not less than thirty-five dollars (\$35.00) per week.

Relief Managers shall be deemed and construed to mean any journeyman meat cutter who acts as manager on regular manager's half day off in a number of stores throughout an Assistant Superintendent's territory.

(F) VACATION MANAGERS: A full time journeyman meat cutter acting as substitute manager for one week or more will receive in a combination store thirty-five dollars (\$35.00) per week and in a supermarket or Special Development store forty dollars (\$40.00) per week.

section 14. The minimum weekly wage basis for full time Female employees:

First six months	\$19.00
Six months to one year	20.50
After two year employment	23.00

Minimum weekly wage basis for full time Male employees:

First six months	\$20.00
Six months to one year	21.00
After one year's employment	22.50
After two year's employment	24.50
After three years' employment	26.00

Minimum hourly rates for part time employees:

First six months employment	35 per hr
After six months employment	40 per hr

section 15. (A) Provision is made herein for classified seniority on the basis of each store.

(B) separate seniority lists to be set up for Meat Cutters, apprentices, regular part time meat employees, grocery and produce clerks, and regular part time Grocery employees.

(C) In all cases seniority shall be calculated from the last employment date, i.e., continuous service from that date forward. Provided that employees of satisfactory record, who may be laid off and subsequently re-employed by the Company within six (6) months from the lay off date, shall retain their former seniority standing regardless of the Superintendent's territory to which they may be assigned.

(D) Respecting the employment, promotion of any member of the Union, ability and practicability shall be considered in conjunction with seniority standing. Regular part time employees shall be given preference for permanent jobs, ability and practicability to be considered in conjunction with seniority.

(E) It is understood that the Stewards of this Union, at all times, shall be full time employees and shall be the last to be laid off in any case, and the Union shall furnish the company with a complete list of Stewards which shall be supplemented from time to time as may be necessary.

It is understood that the Union will use its best efforts to secure as Stewards, a high calibre of employees who shall be required to conform to the standards and qualifications required by the Union and by the company.

(F) School boys working after school hours shall not be eligible to seniority rating.

Section 16. In the event of enactment of Municipal, State or Federal regulation reducing hours of work below those provided in this contract, or increasing wages, and provided said regulations apply to the Employer, the Employer agrees to comply with same. Provided further, that should the constitutionality of such ordinance or act be tested in the courts, there shall be no reduction in hours or increase in wages, pending final determination of such court action.

Section 17. The Union agrees to furnish to the Employer at least one Union store card for each of the Employers stores covered by this agreement to be displayed on the premises as the Company may elect. Such card shall remain the property of and shall be surrendered to the Union upon demand.

It is mutually agreed that this agreement shall be in full force and effect from July 16, 1941 to January 2, 1943.

Signed this 16th day of July, 1941, by duly authorized representatives of the parties hereto.

FOR THE EMPLOYER:

The Great Atlantic & Pacific Tea Co.

(signed) D. A. Schimmat

FOR THE UNION:

(Signed) Frank M. Nolan, Pres.

" Clifton C. Caldwell

Bus. Agt.

July 16, 1941.

It is agreed that as a supplement to contract entered into on July 16, 1941, that the following conditions will be observed:

1. The first clerk in grocery departments in Supermarket or Special Development stores shall receive weekly salary of \$33.00.
2. The first clerk in the produce department of Supermarket or Special Development stores shall receive weekly salary of \$33.00.
3. That box men (cutters) in Supermarkets shall receive \$33.00 per week.
4. That box car men (grocery clerks working on box cars shall receive five cents (.05¢) per hour more than regular rate.
5. That any Assistant Manager or Produce Manager now receiving more than the minimum scale set forth in this contract shall receive an increase of three dollars (\$3.00) per week.
6. That all female employees will work on a five (5) day week.